

Tender 27/ 2010

*Verkoop van beskikbare
erwe per tender /*

*Alienation of available
erven per tender*

Datum / Date:

Die Munisipale Bestuurder
Privaatsak X2
Hoofweg 28
ASHTON
6715

/ The Municipal Manager
Private Bag X2
28 Main Road
ASHTON
6715

Meneer

**TENDER: 27 / 2010: ALIENATION OF AVAILABLE ERVEN PER PUBLIC TENDER /
VERKOOP VAN BESKIKBARE ERWE PER PUBLIEKE TENDER**

Hiermee tender ek vir die volgende erf/erwe / Herewith my tender for the following erf/erven:

RESIDENTIAL / RESIDENSIEËL

ROBERTSON

Erf	Straat/Street	Grootte/Size	Tenderbedrag (BTW ingesluit) / Tender amount (VAT included)
933	Adderley	810 m ²	
4039	Anthony	392 m ²	
3995	October	396 m ²	
4167	De Witt	466 m ²	
4233	Saayman	678 m ²	
4289	Van Oudtshoorn	658 m ² (±)	

NKQUBELA

Erf	Straat/Street	Grootte/Size	Tenderbedrag (BTW ingesluit) / Tender amount (VAT included)
206	Shilowa Street	264 m ²	
207	Shilowa Street	273 m ²	
211	Mzabalazo Street	253 m ²	
214	Mzabalazo Street	295 m ²	

ZOLANI

Erf	Straat/Street	Grootte/Size	Tenderbedrag (BTW ingesluit) / Tender amount (VAT included)
489	Ndinisa	502 m ²	
352	Mafuya	354 m ²	
353	Mafuya	357 m ²	
343	Mafuya	344 m ²	
136	Gwebitylala	269 m ²	
340	Mafuya	363 m ²	
419	Tshoto	480 m ²	
462	Ndinisa Avenue	488 m ²	
463	Ndinisa Avenue	491 m ²	

BONNIEVALE

Erf	Straat/Street	Grootte/Size	Tenderbedrag (BTW ingesluit) / Tender amount (VAT included)
1586	Madeliefie	610 m ²	
1591	Madeliefie	581 m ²	

BUSINESS ERVEN / BESIGHEIDSERWE**ROBERTSON**

Erf	Straat/Street	Grootte/Size	Tenderbedrag (BTW ingesluit) / Tender amount (VAT included)
2665	Wolhuter	3945 m ²	

NKQUBELA

Erf	Straat/Street	Grootte/Size	Tenderbedrag (BTW ingesluit) / Tender amount (VAT included)
88	Burwana	498 m ²	

ASHTON

Erf	Straat/Street	Grootte/Size	Tenderbedrag (BTW ingesluit) / Tender amount (VAT included)
1117	c/o Faure/Bruwer	2416m ²	
413	Hoofweg	2327m ²	

ZOLANI

Erf	Straat/Street	Grootte/Size	Tenderbedrag (BTW ingesluit) / Tender amount (VAT included)
323	Mketsu	533m ²	
324	Mketsu	899m ²	
1519	Mafuya	654m ²	
1530	Zwedala	328m ²	

CHURCH ERVEN / KERKERWE**ZOLANI**

Erf	Straat/Street	Grootte/Size	Tenderbedrag (BTW ingesluit) / Tender amount (VAT included)
436	Ntantiso	533 m ²	
1649	Mantlana	656 m ²	

Die volgende dokumente is aangeheg / The following documents are attached:

1. ☐ 'n Afskrif van my munisipale belasting- en diensterekening / **copy of my municipal rates, taxes and service account**
- ☐ Ek is nie verantwoordelik vir die betaling van enige munisipale belasting- of dienstegelede nie. (Verklaring kan by die SA Polisie diens beëdig word). Geen tender sal oorweeg word tensy daar nie aan hierdie vereiste voldoen is nie. / **I am not responsible for the payment of any rates, taxes and services account. (An affidavit can be made at the SA Police station). No tenders will be considered if they do not comply with this requirement.**
- ☐ 'n Afskrif van my ID / **copy of my ID**

Geteken: _____
Signed:

Naam: _____
Name:

Adres: _____
Address: _____

Tel / Selno: _____
Tel/Cell no:

VERKOOP VAN BESKIKBARE ERWE PER TENDER

TENDER NR. 27 / 2010

Belangstellende persone binne die Langeberg Munisipale area word uitgenooi om te tender vir die beskikbare munisipale erwe soos vervat in die tenderdokument.

Volledige ingevulde tenders in verseelde koeverte duidelik gemerk "**Tender 27/2010: "Verkoop van beskikbare erwe per tender"**" moet in tenderbus geplaas word voor 12:00 op Vrydag, 15 Oktober 2010 by die Munisipale Kantore, Hoofweg 28, Ashton waarna die tenders in die openbaar oopgemaak sal word.

Laat tenders of tenders wat onvolledig is of tenders per faksimile of e-pos sal nie aanvaar word nie. Bewys van versending van 'n tender sal nie as bewys van ontvangs daarvan aanvaar word nie. Die Munisipaliteit is nie verplig om die laagste of enige tender te aanvaar nie.

Tenders moet ingedien word op die oorspronklike dokumente wat verkrygbaar is by die Ontvangs area van die munisipale kantore. Die Tenderdokument sluit 'n kaart in wat die ligging van die erf aandui. Vir enige verdere inligting of probleme ondervind met die voltooiing van die tenderdokument, kan Me. S Kotze by telefoon (023) 615 8020 gekontak word. Volledige inligting is ook op die webtuiste: www.langeberg.gov.za beskikbaar.

SA Mokweni
Munisipale Bestuurder

Privaatsak X2
ASHTON 6715

ALIENATION OF AVAILABLE ERVEN PER TENDER

TENDER NO. 27 / 2010

Interested persons within the Langeberg Municipal area are herewith invited to tender for available Municipal erven as contained in the tender document.

Tenders in sealed envelopes clearly marked "**Tender 27 / 2010: "Alienation of available erven per tender"**" must be placed in the tender box at the Municipal Offices, 28 Main Road, Ashton before 12:00 on Friday 15 October 2010 where after tenders will be opened in public.

Late tenders or tenders received by fax or incomplete tenders will not be accepted. Proof of dispatch of a tender will not be regarded as proof of receipt thereof. The lowest or any tender will not necessarily be accepted.

Tenders must be submitted on the original document which can be obtained from the reception areas of the municipal offices. The Tender document includes a map which indicates the location of the erf. For further information or any challenges to complete the tender documents please contact Ms S Kotze at telephone (023) 615 8020. More information is also available on the website: www.langeberg.gov.za.

SA Mokweni
Municipal Manager

Private Bag X2
ASHTON 6715

VERKOOP VAN BESKIKBARE ERWE PER TENDER

VOORWAARDES

Dat die residensiële erwe vervreem word per tender op die volgende voorwaardes:

1. *Dat die reserwe verkoopprijs per erf bereken word per vierkante meter deur die verkryging van 'n billike markwaarde sertifikaat en die Koper vir die kostes verantwoordelik sal wees.*
2. Dat 'n deposito van 10% betaalbaar sal wees met ondertekening van die koop-ooreenkoms en dat die restant van die koopsom betaalbaar is by registrasie.
3. Dat die kooptransaksie binne 'n periode van 6 maande vanaf datum van toekenning van die erf afgehandel word, by versuim waarvan, die aanbod onherroeplik verval.
4. Dat die koper verantwoordelik sal wees vir alle aansluitingsfooi vir munisipale dienste gelewer aan die perseel.
5. Dat bouplanne ingedien word by die Bou Beheerafdeling vir goedkeuring binne 'n periode van 3 maande na registrasie van die eiendom en dat die ontwikkeling voltooi word binne 2 jaar, by versuim waarvan, die aanbod onherroeplik verval.
6. Dat die persele slegs aangewend word vir die doeleindes soos voorgeskryf in die toepaslike Dorpaanlegskema.
7. Dat die koper verantwoordelik sal wees vir alle kostes met betrekking tot die vervreemding.
8. Dat die erf slegs verkoop mag word deur die suksesvolle tenderaar indien daar 'n wooneenheid op die erf opgerig is, by gebreke waarvan die erf terugval na die Munisipaliteit.
9. Dat tenders slegs aanvaar word van persone wat inwoners is binne die Langeberg Munisipale area.
10. Dat slegs een erf per tenderaar toegeken word op voorwaarde dat die tenderaar nie die geregistreerde eienaar van eiendom in die Langeberg Munisipale area is nie.

ALIENATION OF AVAILABLE ERVEN PER TENDER

CONDITIONS

That the residential erven be alienated by way of the tender process subject to the following conditions:

- 1. That the reserve selling price per erf be determined per square meter by obtaining a market value certificate and that the purchaser be responsible for the cost involved.*
- 2. That a deposit of 10% be payable with the signing of the deed of sale and that the remainder of the purchase price be payable with registration.*
- 3. That the purchase deal be finalized within a period of 6 months after allocation of the property, failing which the offer will expire irrevocably.*
- 4. That the purchaser be responsible for all the connection fees for municipal services rendered to the property.*
- 5. That the building plans be submitted to the Building Control Department for approval within a period of 3 months after registration of the property and that the development be completed within 2 years, failing which the offer will expire irrevocably.*
- 6. That the erven only be utilized for the purposes as prescribed in the applicable town- planning scheme.*
- 7. That the purchaser be responsible for all costs regarding the alienation.*
- 8. That the erf may only be sold by the successful tenderer if a housing unit has been erected on the erf, failing which the erf be transferred back to the Municipality.*
- 9. That tenders only be accepted from persons that are residents in the Langeberg Municipal area.*
- 10. That only one erf per tenderer be allocated on condition that such a tenderer is not the registered owner of property in the Langeberg Municipal area.*

PART 1: CONDITIONS OF TENDER/BID

SPECIAL TENDER CONDITIONS	SPESIALE TENDER VOORWAARDES
<p>This tender is subject to the Supply Chain Management Policy of the Langeberg Municipality. The aim of the policy is to improve job opportunities and to stimulate prosperity in the municipal area. Historically Disadvantaged Individuals (HDI's) and Local Businesses will receive preferential judgement.</p> <p>Tenderers must take note that a tender will be granted on the ground of their performance capacity as well as a preference formula.</p> <p>For tenderers to qualify for the advantages of the policy, they must thoroughly complete the attached Part 3. <u>If the schedules are not thoroughly completed the tender will not be considered.</u></p> <p>Tenderers must take note that in the case of a false statement or submission of false information the tender will be disqualified with immediate effect and a possibility of criminal prosecution.</p> <p>The complete Supply Chain Management Policy is available for inspection at the Municipal Offices at Ashton.</p>	<p>Hierdie tender is onderhewig aan die Voorsieningskanaal Bestuursbeleid van die Langeberg Munisipaliteit. Die beleid het ten doel om die skepping van werkgeleenthede en welvaartskepping te bevorder. Histories Benadeelde Individue (HBI) en Plaaslike Besighede sal voorkeur beoordeling kry.</p> <p>Tenderaars se aandag word daarop gevestig dat tenders toegeken sal word op grond van hulle prestasievermoë asook 'n voorkeurformule.</p> <p>Ten einde in aanmerking te kom vir die voordele wat die Voorsieningskanaal Bestuursbeleid aan voornemende tenderaars bied, moet Gedeelte 3. volledig ingevul word. <u>By gebrek aan volledig ingevulde skedules sal die tender nie oorweeg word nie.</u></p> <p>Tenderaars se aandag word daarop gevestig dat die aflê van valse verklarings of die verskaffing van valse inligting tot onmiddellike diskwalifikasie en moontlike strafregtelike vervolgings sal lei.</p> <p>Die volledige Voorsieningskanaal Bestuursbeleid is by die Munisipaliteit Kantore te Ashton ter insae.</p>

1. TENDER/BID DOCUMENTS

- 1.1. Tender/bid documents are obtainable and must be returned as described in the tender/bid notice. The completed documents of the tender/bid fully priced, extended and totalled, completed in all respects, signed and sealed in an envelope which is to be endorsed "**TENDER/BID NO. 27/2010: ALIENATION OF AVAILABLE ERVEN PER PUBLIC TENDER**" must be placed in the tender/bid box at the Municipal Offices, 28 Main Street, Ashton
- 1.2. Tenders/bids/bids submitted by fax, e-mail, telex or telegraphically will not be accepted. Postal Tenders/bids will be accepted for consideration only if they are received in sufficient time to be lodged in the appropriate tender/bid box by the closing time for such tenders/bids. **The Langeberg Municipality disclaims any responsibility** for seeing that such tenders/bids are lodged in the tender/bid box.
- 1.3. Any tender/bid which is delivered to an address other than the one stipulated in the tender/bid notice will not be accepted. Tenders/bids may not be handed in at other offices of the Langeberg Municipality.
- 1.4. Tenders/bids will be opened in public, shortly after closing time of tenders/bids. The name of the tender/bidder and the total tender/bid price will be announced to all tenderers/bidders present at the opening.
- 1.5. Tenders/bids received after the closing date and time shall be declared invalid and will not be considered.
- 1.6. Tender Bids documents will be compiled in the following format:
 - Opening Page: Name and address of Tenderer, Pricing Totals, Costing and conditions of payment;
 - Schedule 1: Mandatory returnable forms and attachments;

2. SOUTH AFRICAN CURRENCY

- 2.1. All payments from the Langeberg Municipality will be made in the currency of the Republic of South Africa (Rand). The tenderer/bidder shall specify clearly all matters and conditions regarding payments in the tender/bidder specifications.
- 2.2. Tenderers/bidders shall indicate separately prices excluding value added tax and included value added tax (VAT) in the tender/bid rates and amounts.

3. INCOMPLETE TENDERS/BIDS

- 3.1. Tenders/bids will be rejected in the event of incomplete offers and irregularities of any nature contained in the tender/bid or in any the completed tender/bid schedules.

4. WITHDRAWAL OF TENDERS/BIDS

- 4.1. A tenderer/bidder may, without incurring any liability, withdraw his tender/bid provided written advice to that effect reaches the Langeberg Municipality before the expiry of the time fixed in the tender/bid notice for receiving tenders/bids.

5. CHECKING OF TENDER/BID DOCUMENTS

- 5.1. Before submitting his tender/bid the Tenderer/bidder shall check the numbering of the pages in the tender/bid documents and if any pages part of the tender/bid document is found to be missing or if any part of the documents is illegible or indistinct, he shall immediately notify the Langeberg Municipality.
- 5.2. The Langeberg Municipality will not be liable in any way for any claims arising through neglect of the Tenderer/bidder to comply with these requirements.

6. EXPENSES DUE TO PREPARATION AND SUBMISSION OF TENDER/BID DOCUMENTS

- 6.1. The Langeberg Municipality shall not be liable for any expenses or losses incurred by the Tenderer/bidder due to visiting the site or municipal area and the preparation and/or submission of the tender/bid documents.

7. PERIOD OF VALIDITY

- 7.1. Tenders/bids, whether for a part of or for the whole of the project, shall remain valid for a period as specified by the tenderer/bidder, which period shall be that period between the date upon which tenders/bids close up to the date upon which notice is given that the tender/bid has been awarded, but at least a period of 90 days.

8. ACCEPTANCE OR REJECTION OF TENDERS/BIDS

- 8.1. The Langeberg Municipality is not compelled to accept the lowest or any tender/bid and reserves the right to accept any tender/bid.

9. PREFERENTIAL PROCUREMENT

- 9.1. Tenders/bids will be considered in terms of the Preferential Procurement Policy of the Langeberg Municipality.

10. DECLARATION

- 10.1. It is a requirement that the tax affairs of the successful tenderer/bidder must be in order.
- 10.2. Documentary evidence in the form of a valid **original Tax Clearance Certificate** from the South African Revenue Service's office, where the tenderer/bidder is registered for income tax purposes, will be requested from all successful tenderers.
- 10.3. The tender can not be considered/evaluated if any rates, taxes or service charges for the property on which the proposed tenderer/bidder is situated are outstanding.
- 10.4. An original latest Municipal service account obtained from the local municipality must be submitted.

11. REGISTRATION AS SERVICE PROVIDER

- 11.1. Only those tenderer/bidders that are registered on the Langeberg Municipality Supplier Database as service providers, or are capable of being so prior to the evaluation of submissions, are eligible to submit

tenders/bids. The Langeberg Municipality will only enter into a formal contract with a tenderer/bidder that is registered on this Database as service provider.

12. JOINT VENTURE AGREEMENTS (IF APPLICABLE)

- 12.1. Any Joint Venture Agreement must be submitted with the tender/bid document detailing the split of responsibilities in terms of the tender/bid specifications, i.e. percentage of work to be performed by each partner.
- 12.2. **All** parties to the Joint Venture Agreement must be **registered and verified on the Western Cape Supplier Database**. Only those that are registered and verified before the closing date of the tender/bid will qualify for preference points.
- 12.3. It must be noted that the order will be placed in the name of the BEE Partner as well as all financial administration that follows such an order/s. The Joint Venture Agreement must stipulate the BEE partner selected for this in the event of the Joint Venture been considered successful.

13. LOCAL BUSINESS/OFFICE:

- 13.1. A local office of a tenderer/bidder shall be deemed to be a physical address inside the demarcated boundaries of the Langeberg Municipal area.

14. TEST FOR RESPONSIVENESS

- 14.1. No Tender/bid will be considered unless it meets the following responsiveness criteria:
 - 14.1.1. The tender/bid must be properly received in a sealed envelope clearly indicating the description of the service and the tender/bid number for which the tender/bid is submitted.
 - 14.1.2. The tender/bid must be deposited in the relevant tender/bid box as indicated on the notice of the tender/bid on or before the closing date and time of the bid
 - 14.1.3. An original Valid Tax Clearance Certificate must be submitted with the tender/bid on or before the closing date and before the closing time
 - 14.1.4. An original latest Municipal service account obtained from the local municipality must be submitted
 - 14.1.5. The official tender/bid document must be fully completed in black ink and must not be dismembered. Where information requested does not apply to the bidder and the space is left blank, it will be deemed to be not applicable.
 - 14.1.6. If the entity submitting a bid is a Joint Venture or a Consortium or Partnership, each party to that formation must submit all the above information
 - 14.1.7. The tenderer/bidder must be in good standing to do business with the public sector in terms of Regulation 38 of the Supply Chain Management Regulations (Government Gazette 27636 of 30 May 2005).
 - 14.1.8. The tenderer/bidder must be registered with the Langeberg Supplier Database (applicable form in Part 3 to be completed).
 - 14.1.9. The tenderer/bidder must adhere to pricing Instructions
 - 14.1.10. The tenderer/bidder must complete and sign all tender/bid forms. Where indicated, forms must be signed and stamped by a Commissioner of Oaths.
 - 14.1.11. All mandatory returnable forms and prescribed attachments in Part 3 must be completed and **where applicable signed by a Commissioner of Oaths**

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001

This preference form must form part of all bids invited. It contains general information and serves as a claim form for Historically Disadvantaged Individual (HDI) preference points as well as a summary for preference points claimed for attainment of other specified goals.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF EQUITY OWNERSHIP BY HISTORICALLY DISADVANTAGED INDIVIDUALS (HDI'S) AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2001

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R500 000.00; and
- the 90/10 system for requirements with a Rand value above R500 000.00.

1.2 The value of this bid is estimated to be less than R500 000.00 and therefore the 80/20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price and Functionality; and
- (b) Specific contract participation goals, as specified in the attached forms.

1.3.1 The points for this bid are allocated as follows:

	POINTS
1.3.1.1 PRICE AND FUNCTIONALITY	80
1.3.1.2 SPECIFIC CONTRACT PARTICIPATION GOALS	20

Total points for Price, HDI's and other RDP- goals must not exceed 100

Separate Preference Points Claim Forms will be used for the promotion of the specific goals for which points have been allocated in paragraph 1.3.1.2 above.

1.4 Failure on the part of a bidder to fill in and/or to sign this form may be interpreted to mean that preference points are not claimed.

1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. GENERAL DEFINITIONS

2.1 "Acceptable bid" means any bid which, in all respects, complies with the specifications and conditions of bid as set out in the document.

2.2 "Bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods, works or services.

2.3 "Comparative price" means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration.

- 2.4 **"Consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 2.5 **"Contract"** means the agreement that results from the acceptance of a bid by an organ of state.
- 2.6 **"Specific contract participation goals"** means the goals stipulated in the Preferential Procurement Regulations 2001.
- 2.6.1 In addition to above-mentioned goals, the Regulations [12.1(1)] also make provision for organ of state to give particular consideration to procuring locally manufactured products.
- 2.7 **"Control"** means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
- 2.8 **"Disability"** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- 2.9 **"Equity Ownership"** means the percentage ownership and control, exercised by individuals within an enterprise.
- 2.10 **"Historically Disadvantaged Individual (HDI)"** means a South African citizen
- (1) who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act No 200 of 1993) ("the interim Constitution"); and/or
- (2) who is a female; and/or
- (3) who has a disability:
- provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI;
- 2.11 **"Management"** means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
- 2.12 **"Owned"** means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
- 2.13 **"Person"** includes reference to a juristic person.
- 2.14 **"Rand value"** means the total estimated value of a contract in Rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.
- 2.15 **"Small, Medium and Micro Enterprises (SMME's)"** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).
- 2.16 **"Sub-contracting"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 2.17 **"Trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

- 2.18 "Trustee" means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ESTABLISHMENT OF HDI EQUITY OWNERSHIP IN AN ENTERPRISE

- 3.1 Equity ownership shall be equated to the percentage of an enterprise which is owned by individuals classified as HDI's, or in the case of a company, the percentage shares that are owned by individuals classified as HDI's, who are actively involved in the management and daily business operations of the enterprise and exercise control over the enterprise, commensurate with their degree of ownership.
- 3.2 Where individuals are not actively involved in the management and daily business operations and do not exercise control over the enterprise commensurate with their degree of ownership, equity ownership may not be claimed.

4. ADJUDICATION USING A POINT SYSTEM

- 4.1 The bidder obtaining the highest number of points will be awarded the contract.
- 4.2 Preference points shall be calculated after prices have been brought to a comparative basis.
- 4.3 Points scored will be rounded off to 2 decimals places.
- 4.4 In the event of equal points scored, the bid will be awarded to the bidder scoring the highest number of points for specified goals.

5. POINTS AWARDED FOR PRICE AND FUNCTIONALITY

5.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 is allocated for price on the following basis:

$$P_s = 80 \times \left(1 - \frac{P_{\max} - P_t}{P_{\max}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Rand value of bid under consideration

P_{\min} = Rand value of lowest acceptable bid

6. POINTS AWARDED FOR HISTORICALLY DISADVANTAGED INDIVIDUALS

- 6.1 In terms of Regulation 13 (2) preference points for HDI's are calculated on their percentage shareholding in a business provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed in Regulation 13 (5) (c):

$$NEP = NOP \times \left(\frac{EP}{100} \right)$$

Where

- NEP = Points awarded for equity ownership by an HDI
- NOP = The maximum number of points awarded for equity ownership by HDI in the specific category
- EP = The percentage of equity ownership by an HDI within the enterprise or business, determined in accordance with the definition of HDI's.

- 6.2 Equity claims for a trust will only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the trust.
- 6.3 Documentation to substantiate the validity of the credentials of the trustees contemplated above must be submitted.
- 6.4 Listed companies and tertiary institutions do not qualify for HDI preference points.
- 6.5 A consortium of joint venture may, based on the percentage of the contract value managed or executed by their HDI-members, be entitled to preference points in respect of an HDI.
- 6.6 A person awarded a contract as a result of preference for contracting with, or providing equity ownership to an HDI, may not subcontract more than 25% of the value of the contract to a person who is not an HDI or does not qualify for the same number or more preference for equity ownership.

7. BID DECLARATION

- 7.1 Bidders who claim points in respect of equity ownership must complete the Bid Declaration at the end of this form.

8. EQUITY OWNERSHIP CLAIMED IN TERMS OF PARAGRAPH 2.10 ABOVE. POINTS TO BE CALCULATED FROM INFORMATION FURNISHED IN PARAGRAPH 9.8.

Equity ownership	Maximum points	Percentage owned	Points claimed
by persons who had no franchise in the national elections. (section 2.10)	6		
by women	4		
by disabled persons	4		

*If points are claimed for disabled persons, indicate nature of impairment (see paragraph 2.8 above)

.....

9. DECLARATION WITH REGARD TO EQUITY

9.1 Name of firm.....

9.2 VAT registration number.....

9.3 Company registration number.....

9.4 TYPE OF FIRM

Partnership	
One person business/sole trader	
Close corporation	
Company	
(Pty) Limited	

*Tick applicable box

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.6 COMPANY CLASSIFICATION

Manufacturer	
Supplier	
Professional service provider	
Other service provider, e.g. transporters, etc.	

* Tick applicable box

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account no.:.....

Stand No.:.....

9.8 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS?

9.9 List all Shareholders by Name, Position, Identity Number, Citizenship, HDI status and ownership, as relevant.
Information to be used to calculate the points claimed in paragraph 8.

Name	Position occupied in Enterprise	ID Number	Date RSA Citizenship obtained	*HDI Status			% of business /enterprise owned
				No franchise prior to elections	Women	Disabled	

*Indicate Yes or No

9.10 CONSORTIUM / JOINT VENTURE

9.10.1 In the event that preference points are claimed for HDI members by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of the HDI member:

Name of HDI member (to be consistent with paragraph 9.9)	Percentage (%) of the contract value managed or executed by the HDI member

I / we, the undersigned, who warrants that he/she is duly authorized to do so on behalf of the firm certify that points claimed, bases on the equity ownership, indicated in paragraph 8 of the foregoing certificate, qualifies the form for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that he claim is correct.
- (iii) If the claim is found to be incorrect, the purchaser may, in addition to any other remedy it may have-
 - (a) recover all costs, losses or damage it has incurred or suffered as a result of wrong information furnished; and
 - (b) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.

WITNESSES:

1.
SIGNATURE(S) OF BIDDER(S)

2.
DATE

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001
PROMOTION OF ENTERPRISES LOCATED IN A SPECIFIC MUNICIPAL AREA**

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES SPECIFIED IN CLAIM FORM MBD 6.1 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2001

1. Regulation 17(3) of the Preferential Procurement Regulations makes provision for the promotion of enterprises located in a specific municipal area for work to be done or services to be rendered in that municipal area.
2. The promotion of this goal can be achieved by acquiring goods and services from enterprises located within the Langeberg Municipality. This includes an enterprise whose head office may be situated in elsewhere, but has established a fully-fledged branch within this municipal area. Enterprises located outside the borders of this Municipality and who only appoint agents and/or commission warehouses in this municipal area are expressly excluded from claiming points for this goal.

SPECIFIC GOAL**POINT ALLOCATED**

3. Preference points may only be claimed by people living in the Langeberg Municipal area. **6**

4. BID DECLARATION

Bidders who wish to claim points in respect of this specific goal must complete the declaration part of this form.

5. POINTS CLAIMED

	Points	Points claimed
Living in Langeberg Municipal area	6	
Not living in Langeberg Municipal area	0	

6. DECLARATION WITH REGARD TO LOCALITY

State full particulars of locality of enterprise as well as that of Head Office:

Address of local enterprise:

Physical: Postal:

.....

.....

Telephone: Fax:

Municipal Account No.: Stand No.:

Years:

Address of Head Office:

Physical Postal:

.....

Telephone: Fax:

I / we, the undersigned, who warrants that he/she is duly authorized to do so, on behalf of the enterprise, certify that the enterprise is entitled to the points allocated in paragraph 2 of this form and I / we acknowledge that:

- (iv) The information furnished is true and correct.
- (v) In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claim is correct.
- (vi) If the claim is found to be incorrect, the purchaser may, in addition to any other remedy it may have-
 - (c) recover all costs, losses or damage it has incurred or suffered as a result of wrong information furnished; and
 - (d) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.

WITNESSES:

1.
SIGNATURE (S) OF BIDDER (S)

2.
DATE

1. MUNICIPAL SERVICE ACCOUNT

1.1. *An original latest Municipal service account obtained from the local municipality must be attached to this page*

1.2. *IT SHOULD BE NOTED THAT THE TENDER CAN NOT BE CONSIDERED/EVALUATED IF ANY RATES, TAXES OR SERVICE CHARGES FOR THE PROPERTY ON WHICH THE PROPOSED TENDERER/BIDDER IS SITUATED ARE OUTSTANDING*

IF THE TENDERER IS NOT RESPONSIBLE FOR THE PAYMENT OF MUNICIPAL RATES AND/OR SERVICES AN EXPLANATION MUST BE SUBMITTED.

2. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

This Municipal Bidding Document must form part of all bids invited.

It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

1.1. The bid of any bidder may be rejected if that bidder, or any of its directors have:

- a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
- b. been convicted for fraud or corruption during the past five years;
- c. wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

1.2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS
 DECLARATION FORM TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST
 ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

LANGEBERG MUNICIPALITY

1. If a spouse, child or parent of the owner, director, manager, shareholder or stakeholder of the entity is in the service of the state, or has been in the service of the state in the previous twelve months, the following information must be completed: (Please indicate if not applicable)

The name of the person in the employment of the state

The capacity in which that person is in service of the state

The relationship to the owner, director, manager, shareholder or stakeholder of the entity

	Spouse	Child	Parent
Owner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Manager	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Shareholder	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stakeholder	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

"In the service of the state" means to be –

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the National Assembly or the National Council of Provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT*
FAILURE TO COMPLETE THIS CERTIFICATION, INCLUDING THE SIGNATURE OF A COMMISSIONER OF
OATHS WILL RESULT IN NON-EVALUATION OF THE TENDER DUE TO NON-COMPLIANCE

I/We the undersigned is/are duly authorised to do so on behalf of the firm certify that:

1. *The information supplied is correct.*
2. *All copies of relevant information are attached.*
3. *The PDI points claimed are correct and based on owners/shareholders who are actively involved in the day to day management of the enterprises.*
4. *I take note that payment will be effected 30 days after delivery was effected if delivered with an original invoice.*
5. *If I am classified as a dependant service provider/labour broker as stated in the fourth schedule of the Income Tax act I hereby authorise the CTMM to deduct PAYE and supply me with a yearly IRP 30 (only if no valid Labour Broker Certificate can be supplied).*
6. *None of the owners, directors, managers, shareholders or stakeholders of this entity is in the service of the state, or has been in the service of the state in the previous twelve months.*

Signature of authorised person

Date

Personal information in block letters

Name

Surname

Telephone No

Capacity

ON BEHALF OF THE

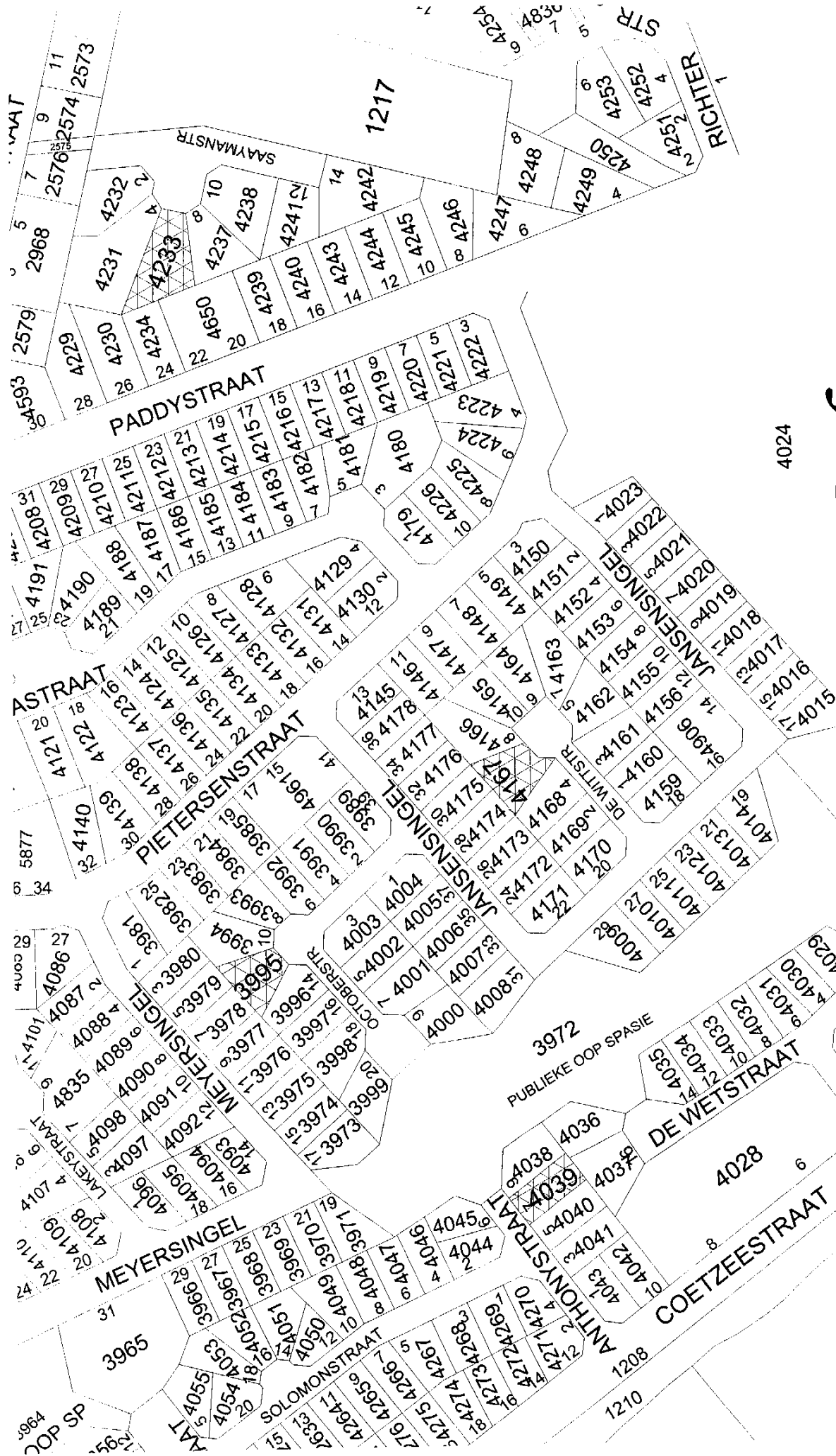
 (SUPPLIER'S NAME)

Signed and sworn to before me at on this the day of

By the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, that it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

 Commissioner of Oaths

ROBERTSON



Robertson

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COETZEESTRAAT

1210

PUBIEKE OOP SPASIE

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DE WETSTRAAT

ANTHONYSTRAAT

MEYERSINGEL

MEYERSINGEL

PIETERSENSTRAAT

ASTRAAT

PADDYSTRAAT

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SAAYMANSTR

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5857

5884

3189⁴⁴

3188⁴²

3187⁴⁰

3186³⁸

3185³⁶

VAN OUDTSHOORNSTRAAT

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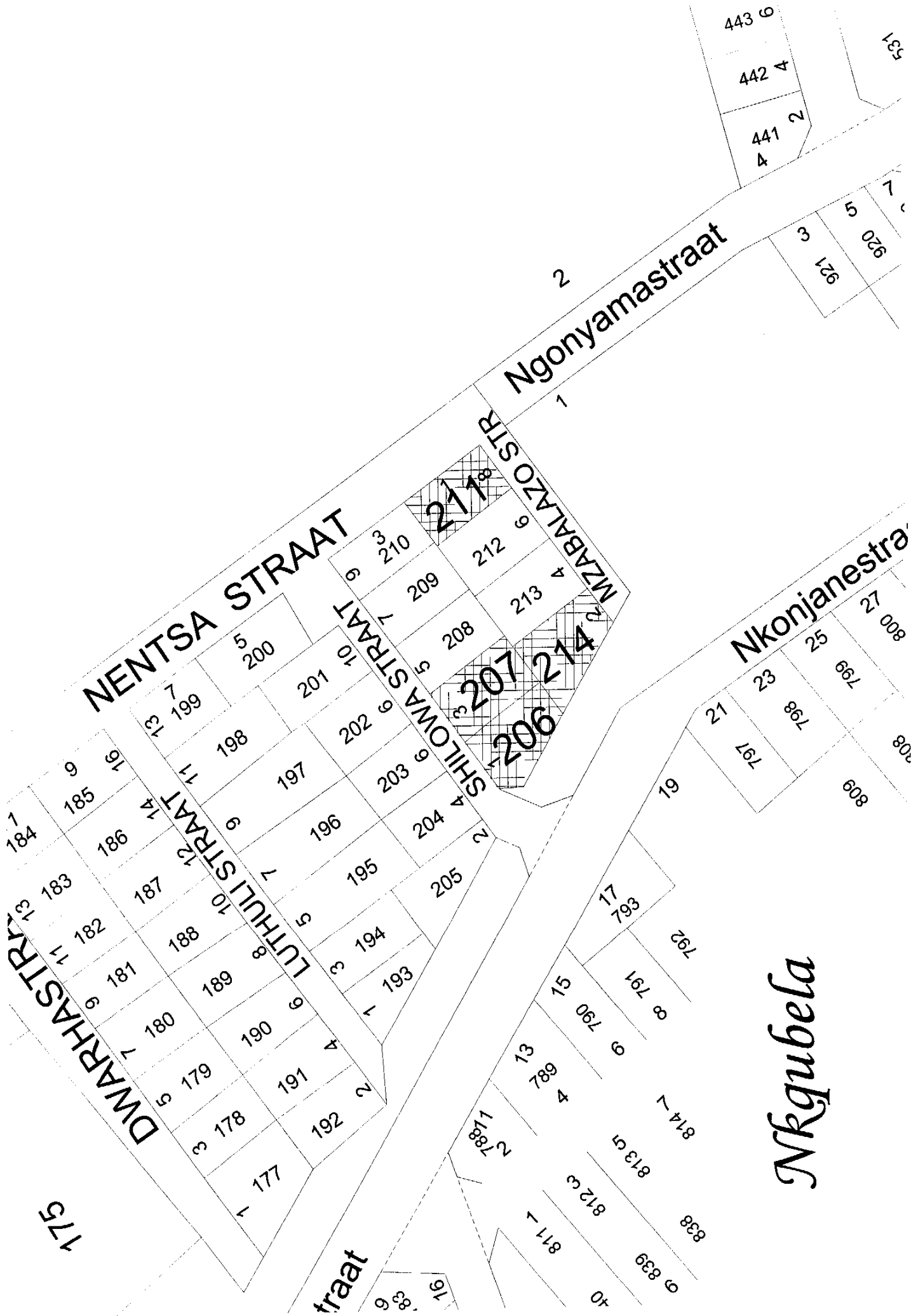
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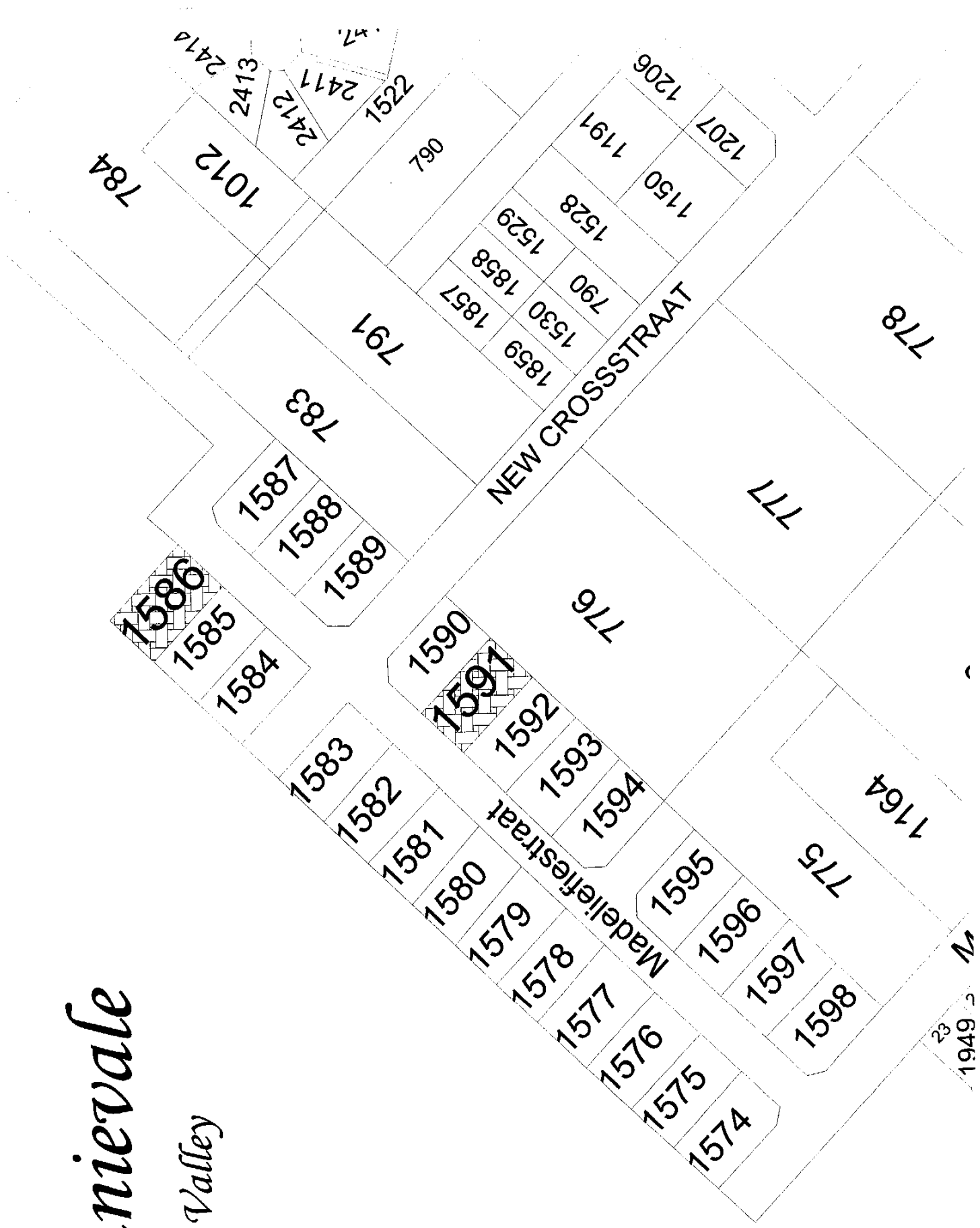
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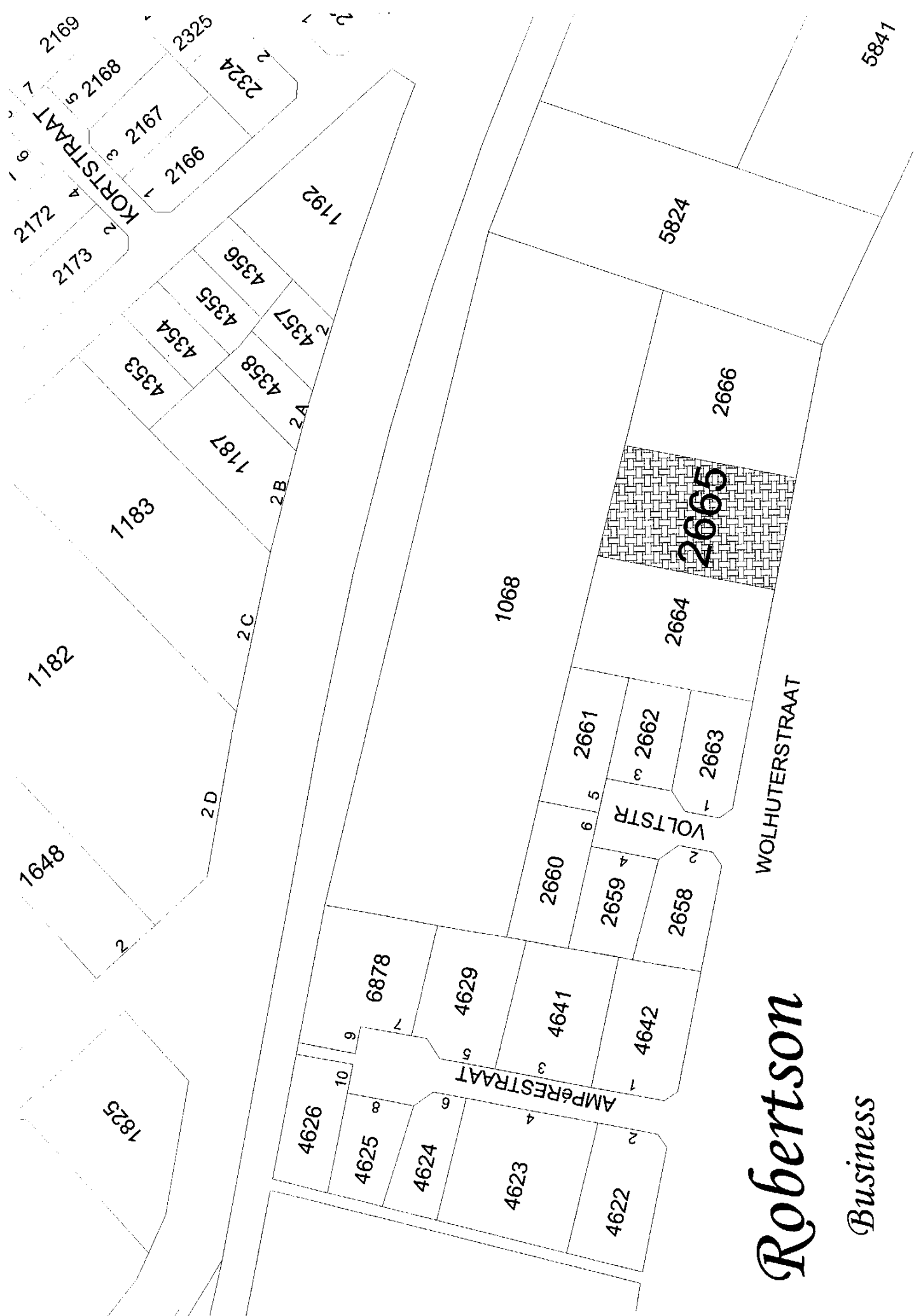
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Bonnievale

Happy Valley



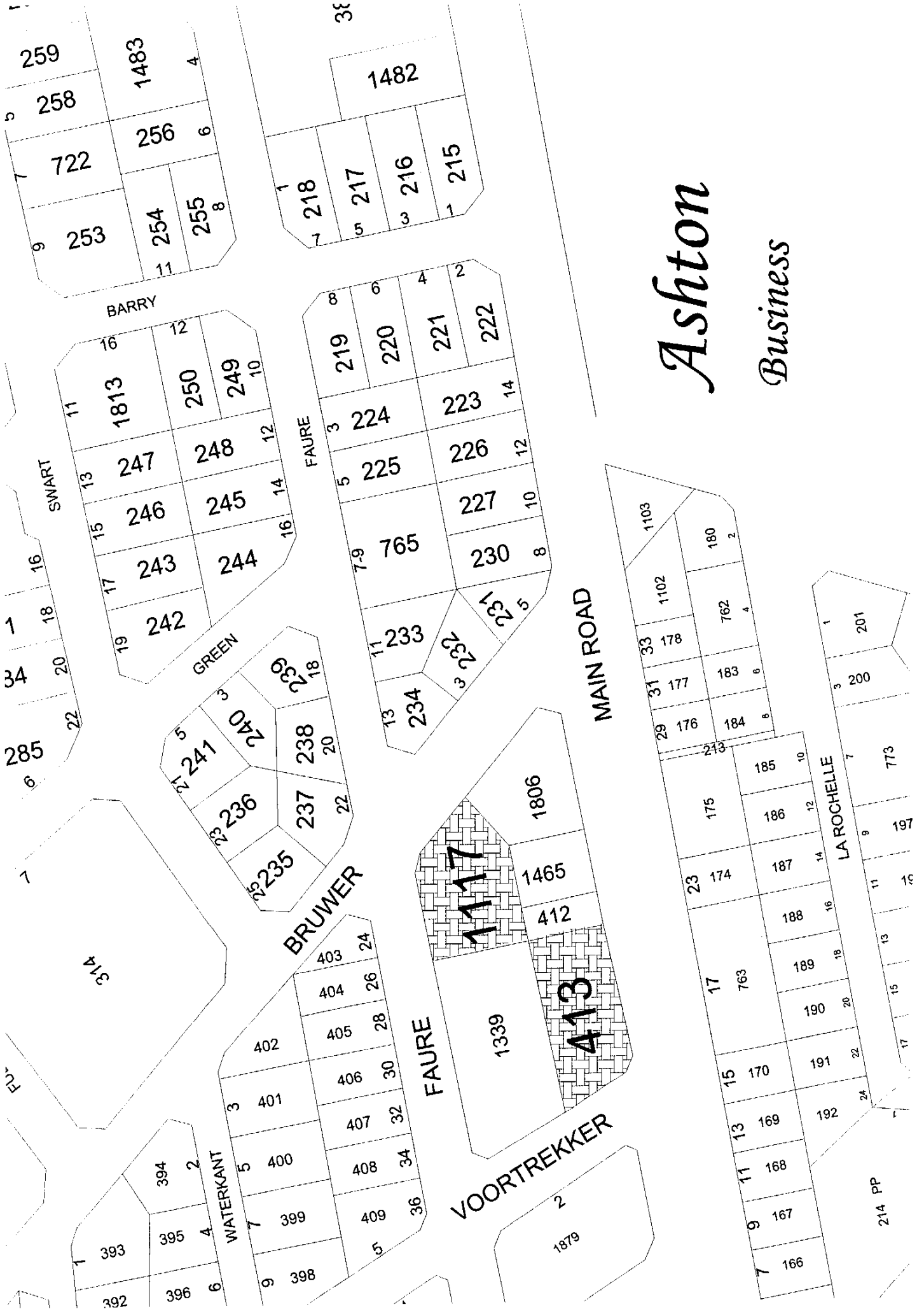


Robertson

Business

Ashton

Business



Business



Zolani Church

